

04PT3M01

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2004.005.01 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC.</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	<b>BENTON COUNTY, INDIANA</b> 706 E 5 <sup>th</sup> Street, Suite #12 Fowler, Indiana 47944 ("Customer")
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5300 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Ms. Patricia Clouse</u> Telephone No.: <u>(765) 884-0760</u> Fax No.: _____ E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

**MANATRON, INC.**

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Witnessed: \_\_\_\_\_

By: \_\_\_\_\_

COUNTY, STATE

By: *Jimmy Pollock*  
(Signature)

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

By: *David L. Fikes*  
(Signature)

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

By: *[Signature]*  
(Signature)

Its: \_\_\_\_\_  
(Title)

Date: 07-06-04

Witnessed: Patricia A Clouse

Date: \_\_\_\_\_

**SIGNATURE PAGE**

Master No. IN2004.005  
Date: June 22, 2004 mr

**FILED**  
JUL 06 2004

*Patricia A Clouse*  
Auditor of Benton Co.

**THIRD-PARTY SOFTWARE SCHEDULE FOR BENTON COUNTY, INDIANA**

Schedule No. IN2004.005.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Description	QTY	Unit Price	Total Price	Office
Windows 2000 Server	1	808	\$ 808.00	All
Windows 2000 Server Media	1	32	\$ 32.00	All
Windows 2003 Server CAL's - Tax	8	33	\$ 264.00	Auditor/Treasurer
Windows 2003 Server CAL's - ProVal	5	33	\$ 165.00	Assessor
Backup Exec V9.1 Window Server Edition	1	607	\$ 607.00	All
PCAnywhere V11.0 (host & remote)	1	231	\$ 231.00	All
PCAnywhere V11.0 (host only)	2	115	\$ 230.00	All
SQL Server 2000 Standard - Gov't	1	771	\$ 771.00	All
SQL Server 2000 Media - Gov't	1	33	\$ 33.00	All
SQL SERVER 2000 - Standard Edition Single User Additional Clients - Tax	8	169	\$ 1,352.00	Auditor/Treasurer
SQL SERVER 2000 - Standard Edition Single User Additional Clients - ProVal	5	169	\$ 845.00	Assessor
<b>Total Third-Party Software Fees:</b>			<b>\$</b>	<b>5,338.00</b>

All quoted fees for Third-Party Software are valid for 60 days from the date of this Schedule.

**TERM OF THIRD-PARTY SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Third-Party Software and the payment of all fees as specified in this Schedule.

**THIRD-PARTY SOFTWARE PAYMENT TERMS:** Manatron shall invoice 100% of the amount of the Third-party Software upon the receipt of the Third-party Software by Customer.

Master No. IN2004.005  
Date: June 22, 2004 mr

**SOFTWARE SCHEDULE FOR BENTON COUNTY, INDIANA**

Schedule No. IN2004.005.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	Model Number	QTY	Unit Price	Total Price	Office
<b>MVP TAX</b>	MVP-TAX	8	\$ 5,000.00	\$ 40,000.00	Auditor 4 users /Treasurer 4 users
- Property Maintenance			Included		
- Cashiering			Included		
- Distribution with Settlement			Included		
- Delinquency			Included		
<b>MVP TAX - Inquiry Only</b>	MVP-TAX	1	\$ 1,000.00	\$ 1,000.00	Assessor
Admins to Manatron Appraisal Upgrade - Full User	PAPP		No Charge Beta Site		Assessor
Admins to Manatron Appraisal Upgrade - Inquiry Only	PAPP		No Charge Beta Site		Assessor
<b>Total Software Fees:</b>					<b>\$ 41,000.00</b>

**SOFTWARE USE RESTRICTIONS:** Tax - Eight users and one inquiry. Appraisal - Four users and one inquiry.

**TERM OF SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

**SOFTWARE PAYMENT TERMS:** Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation.

Master No. IN2004.005  
Date: June 22, 2004 mr

**MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR BENTON COUNTY, INDIANA**

Schedule No. IN2004.005.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No.IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

<b>HARDWARE MAINTENANCE SERVICES</b>			
<b>Hardware Product</b>	<b>Model Number</b>	<b>Annual Price</b>	<b>Office</b>
None		\$ -	
		\$ -	
<b>Total Hardware Maintenance Fees:</b>			\$ -

**HARDWARE MAINTENANCE:** Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

**HARDWARE MAINTENANCE PAYMENT TERMS:** Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.**

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

**MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR BENTON COUNTY, INDIANA**

Schedule No. IN2004.005.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").  
**AND/OR SOFTWARE MAINTENANCE.**

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

<b>SOFTWARE SUPPORT SERVICES</b>			
<b>Software Product</b>	<b>Model Number</b>	<b>Annual Price</b>	<b>Office</b>
MVP Tax		\$ 12,000.00	Auditor 4 users /Treasurer 4 users
MVPTax Inquiry Only		\$ 300.00	Assessor
Admins to Manatron Appraisal Upgrade - Full User		\$ 6,000.00	Assessor
Admins to Manatron Appraisal Upgrade - Inquiry Only		\$ 300.00	Assessor
Windows 2000 Server		\$ 2,280.00	Auditor/Treasurer
Windows 2000 Server		\$ 1,800.00	Assessor
Backup Exec V9.1 Window Server Edition		\$ 212.00	All
PCAnywhere V11.0 (host & remote)		\$ 120.00	All
SQL Server 2000 Standard		\$ 2,640.00	Auditor/Treasurer
SQL Server 2000 Standard		\$ 2,100.00	Assessor
<b>Total Software Support Services Fees:</b>			<b>\$ 27,752.00</b>

**SOFTWARE SUPPORT PAYMENT TERMS:** Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**THIRD-PARTY SOFTWARE SUPPORT:** Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

**DELAYED BILLING FEES:** If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Master No. IN2004.005  
 Date: June 22, 2004 mr

5

**PROFESSIONAL SERVICES SCHEDULE FOR BENTON COUNTY, INDIANA**

Schedule No. IN2004.005.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No.IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
Application Software Install		1	\$ 1,500.00	\$ 1,500.00	All	TBD
System Software Install		1	\$ 2,000.00	\$ 2,000.00	All	TBD
Conversion - Tax		1	\$ 8,000.00	\$ 8,000.00	Auditor/Treasurer	TBD
Conversion - Appraisal		1	\$ 10,000.00	\$ 10,000.00	Assessor	TBD
<b>Total Professional Services Fees:</b>					<b>\$ 21,500.00</b>	

**TERM OF PROFESSIONAL SERVICES SCHEDULE:**

**PROFESSIONAL SERVICES PAYMENT TERMS:** Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

**CABLING/ NETWORKING – Not included in contract**

The County has the following options:

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a certified subcontractor

Master No. IN2004.005

Date: June 22, 2004 mr

6

**PROFESSIONAL SERVICES SCHEDULE FOR BENTON COUNTY, INDIANA**

Schedule No. IN2004.005.01 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No.IN2004.005 between Manatron, Inc. and the undersigned Customer (the "Agreement").

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Total Price	Days/QTY	Office
MVP Tax	TRNG	16,000.00	20	Auditor/Treasurer
ProVal	TRNG	8,000.00	10	Assessor
ACAMA to ProVal	TRNG	4,000.00	5	
Beta Site ACAMA to ProVal Training - No Charge	TRNG	\$ (4,000.00)		TBD
<b>Total Consultation/Training Services Fees:</b>			<b>\$ 24,000.00</b>	

All Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

**TERM OF SUPPORT SERVICES SCHEDULE:**

**CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

**ADDITIONAL CONSULTATION/SUPPORT SERVICES PAYMENT TERMS:** Manatron shall provide training to Customer for the Application Software in the amounts identified above. Any additional training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed; and
- (5) Manatron recommends one (1) person per PC/Terminal.

Master No. IN2004.005  
Date: June 22, 2004 mr

7

